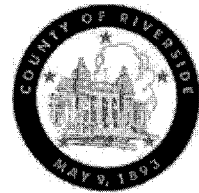


SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM  
12.2  
(ID # 9622)

MEETING DATE:

Tuesday, June 4, 2019

FROM : DEPARTMENT OF WASTE RESOURCES:

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Approve the Template Agreement for Household Hazardous Waste Collection Program and Authorize the General Manager-Chief Engineer of the Department of Waste Resources to Execute Said Agreement with Riverside County Local Jurisdictions. All Districts. [\$0 - Waste Resources Enterprise Fund] (CEQA Exempt)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15061(b)(3) (Common Sense Exemption), and categorically exempt pursuant to Section 15301 (Existing Facilities);
2. Approve the attached template Agreement for Household Hazardous Waste (HHW) Collection Program (Agreement), on behalf of the Department of Waste Resources (RCDWR), substantially in form;
3. Authorize the General Manager-Chief Engineer of the RCDWR to execute the approved Agreement, as necessary, with participating local jurisdictions (Cities) located within the County of Riverside, as well as sign amendments or approve revisions to the Agreement that do not change the substantive terms, subject to approval by County Counsel;
4. Authorize the General Manager-Chief Engineer of the RCDWR to approve amendments to existing HHW Collection contracts for permanent facilities (cities of Lake Elsinore and Palm Springs), that do not change the substantive terms of the existing contracts, subject to approval by County Counsel; and
5. Direct the RCDWR to file the Notice of Exemption (NOE) with the County Clerk upon approval of the Project.

**ACTION:Policy**


  
Hans Kemkamp, General Manager - Chief Engineer 4/18/2019

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: June 4, 2019  
xc: Waste, Recorder

Kecia Harper  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: Waste Resources Enterprise Funds</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	18/19

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

On March 21, 2006 (M.O. 12.1), the Board of Supervisors approved the transfer of the HHW Program from the Department of Environmental Health to the RCDWR. The HHW Program consist of three (3) permanent HHW collection facilities (Agua Mansa, Lake Elsinore, Palm Springs), three (3) Antifreeze, Battery, Oil, and Paint (ABOP) facilities (Murrieta, Beaumont and Moreno Valley), and up to thirty four (34) temporary HHW collection events at seventeen (17) different locations throughout the County unincorporated area and cities where residents can bring HHW of all types for drop off and disposal.

The purpose of the HHW program is to promote proper disposal of HHW in order to eliminate, to the extent possible, illegal disposal and dumping that could endanger groundwater supplies, surface water, and public health. At this time, RCDWR has a total of eight (8) agreements with cities to provide HHW collection events - six (6) agreements for temporary events (cities of Coachella, Corona, La Quinta, Moreno Valley, Murrieta, and Temecula) and two (2) for permanent facilities (cities of Lake Elsinore and Palm Springs).

The template Agreement for temporary HHW collection events is attached and has been approved in form by County Counsel. This Agreement will be used for any new or existing (pending expiration of Term) contracts for temporary HHW collection events. Approval of the items in this Form 11 authorizes the General Manager-Chief Engineer of the RCDWR to approve the Agreement(s), as well as execute amendments to existing agreements for permanent HHW facilities. Any agreement/contract for a new permanent facility is subject to Board approval.

**Prev. Agn. Ref.:** M.O. 12.1 of March 21, 2006

**CEQA Findings**

The Project is exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) and State CEQA Guidelines, Section 15301 (Existing Facilities), as it can be seen with certainty that there is no possibility that approval of a template Agreement and RCDWR General Manager-Chief Engineer authorization to execute said Agreement (Project), would have a direct, indirect, or cumulatively significant effect on the environment; therefore, the activity is exempt under CEQA. The Project does not propose new development of permanent HHW facilities or construction of facilities where temporary HHW events will be

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

held. HHW collection events will continue to be held at both permanent and temporary sites such as parking lots, city yards, etc. These are existing facilities that frequently host community events such as temporary HHW collection. Additionally, the events are operated by state certified, licensed, bonded and insured hazardous waste transportation and disposal companies, as well as subject to applicable regulatory permitting requirements.

A NOE to this effect will be filed by the Department with the County Clerk upon Project approval.

**Impact on Residents and Businesses**

The HHW collection program provides free HHW collection to Riverside County residents. In fiscal year 2017/2018, 22,961 households were served and 1.84 million pounds of HHW was collected. The collection of HHW provides a needed service for County residents and helps protect the public health and environment by ensuring proper management of this hazardous waste stream. This authorization will continue to allow RCDWR to provide HHW services to Riverside county residents.

**Additional Fiscal Information**

In fiscal year 2017/2018, the HHW program, which receives no funding from the County General Fund, operated at a contract cost of \$1,006,427.28. Riverside County Flood Control District funded \$300,000 and RCDWR funded the remaining \$706,427.28. RCDWR also obtained an HHW grant in the amount of \$191,235 for the relocation and construction of the Load Check Permanent Household Hazardous Waste Collection Facility - Central Accumulation Facility that will available to the public for the proper disposal of HHW.

The existing funding sources (i.e. Flood Control and RCDWR landfill tipping fees) will remain the same and RCDWR will continue to apply for State-funded HHW and Used Oil grants monies to defray some of the costs associated with the program.

**Contract History and Price Reasonableness**

RCDWR currently has eight (8) active agreements with Riverside County cities to provide county residents HHW collection services annually. RCDWR renews city agreements every five (5) years to conduct temporary HHW collection events and every ten (10) years to provide HHW services at permanent HHW collection facilities.

**ATTACHMENTS**

- A. **Template Agreement for Household Hazardous Waste Collection Program**
- B. **CEQA NOE 19-4**

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**



Jason Farin, Senior Management Analyst

5/28/2019



Gregory P. Priamos, Director County Counsel

5/5/2019



Hans W. Kernkamp, General Manager-Chief Engineer

Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

*Via Waste*

**NOTICE OF EXEMPTION**

Date

Initial

**DATE:** April 12, 2019

**TO:** County Clerk, County of Riverside

**PROJECT CASE NO/TITLE:** NOE 19-04/Household Hazardous Waste (HHW) Collection Program Agreement Template

**PROJECT LOCATION:** Countywide at various sites used for Temporary or Permanent HHW Program Events.

**PROJECT DESCRIPTION:** Approval of a template Agreement for HHW events/facilities held or operated throughout the County, as well as authorization for the General Manager-Chief Engineer of the Department of Waste Resources (RCDWR) to execute the Agreements.

**PUBLIC AGENCY APPROVING PROJECT:** County of Riverside (County)

**AGENCY CARRYING OUT PROJECT:** RCDWR

The project is exempt from the provisions of CEQA, specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of categorical exemptions as detailed under State CEQA Guidelines section 15300.2. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create a direct or reasonably foreseeable indirect physical environmental impact.

**EXEMPT STATUS:**

- Ministerial
- Declared Emergency
- Emergency Project
- Statutory Exemption:
- Categorical Exemption
- Other Exemption:

**Section 15301, Existing Facilities,  
Section 15061(b)(3), Common Sense Exemption**

**REASONS FOR EXEMPTION:**

**Section 15061(b)(3) – Common Sense Exemption**

The activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

**This project is exempt under Section 15061(b)(3) because:**

RCDWR is responsible for implementing HHW programs and activities throughout Riverside County. The Project merely involves approval of a template Agreement for providing temporary HHW collection events, as well as authorizes the RCDWR General Manager-Chief Engineer to execute the Agreement(s) when required. Any jurisdictions seeking new temporary HHW collection events, or renewal of existing HHW collection Agreements (when the terms expire), will use the template Agreement. The Project does not propose new development of permanent HHW (PHHW) facilities or construction of facilities where temporary HHW (THHW) events will be held. HHW collection events will continue to be operated by state certified, licensed, bonded and insured hazardous waste transportation and disposal companies, as well as subject to applicable regulatory permitting requirements.

Based upon the entire record, the Project would not result in the potential for any significant effect on the environment. This determination is an issue of fact and sufficient evidence exists in the record that the activity will not have a significant effect on the environment. As such, the exemption applies and no further evaluation under CEQA is required. See *Muzzy Ranch Co. v. Solano County Airport Land Use Comm'n* (2007) 41 Cal. 4<sup>th</sup> 372.

**Section 15301, Existing Facilities**

This exemption covers the operation, repair, maintenance, permitting, leasing, licensing, minor alteration, or demolition and removal of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use.

**This project is exempt under Section 15301 because:**

The Project merely involves approval of a template Agreement for providing temporary HHW collection events, as well as authorizes the RCDWR General Manager-Chief Engineer to execute the Agreement(s) when required. Continuing to provide HHW collection events does not involve expansion of any PHHW facilities throughout Riverside County for the purpose of collecting HHW products. Operation at PHHW and THHW facilities consists of the collection, storage and transfer of HHW products to authorized HHW recycling and disposal vendors. THHW operations are typically held at locations appropriate for such events such as parking lots, City Halls, or City Yards. These are existing facilities that frequently host community events. As such, due to the already existing facilities where the operation of the THHW or PHHW events are held, which would not involve expansion of current uses, no environmental resources will be affected, therefore the Project meets the scope and intent of Section 15301, Categorical Exemption.

**FINDINGS:**

1. Based upon the identified exemptions and justifications above, the RCDWR, on behalf of the County, hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.
2. The proposed Project is exempt from CEQA pursuant to Section 15061(b)(3), and categorically exempt from CEQA pursuant to Section 15301.
3. It can be seen with certainty that there is no possibility that this Project would have a direct, indirect, or cumulatively significant effect on the environment; therefore, the activity is exempt under CEQA as previously identified.

**NOE 19-04**  
**HHW Collection Program Agreement Template**  
**April 12, 2019**  
**Page 3**

If there are any questions regarding the above matter, I can be reached at (951) 486-3200.

**Hans Kernkamp, General Manager - Chief Engineer**  
**Riverside County Department of Waste Resources**

By:   
\_\_\_\_\_  
Ryan Ross

Title: Principal Planner

Date: April 12, 2019

DM# 238198

1                   **AGREEMENT BETWEEN COUNTY OF RIVERSIDE AND**  
2                   **CITY OF CITY NAME FOR**  
3                   **HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM**

4                   This Agreement is made and entered into by and between the City of City Name, Legal  
5 Designation of City on, (“CITY”) and the County of Riverside, a political subdivision of the  
6 State of California, on behalf of the Department of Waste Resources, (“COUNTY”). This  
7 Agreement establishes the responsibilities of each party concerning COUNTY’S Household  
8 Hazardous Waste (“HHW”) Collection Program for CITY.

9                   **RECITALS**

10                   WHEREAS, CITY and COUNTY recognize that it is in the public interest to establish  
11 and implement waste diversion and separation programs to prevent disposal of hazardous waste,  
12 including household hazardous waste, in landfills; and,

13                   WHEREAS, COUNTY has a well-developed and established HHW Collection Program,  
14 for the purpose of diverting household hazardous waste; and,

15                   WHEREAS, CITY has a site for a Temporary HHW Collection Event located on land  
16 owned by CITY at Location Address (designated Parking Lot) suitable for conducting HHW  
17 collection for the benefit of CITY and COUNTY citizens (“HHW Collection Event”).

18                   NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions  
19 herein contained, the Parties mutually agree as follows:

20                   **1. COUNTY’S DUTIES**

21                   1.1 COUNTY agrees to provide and/or perform the following services related to  
22 holding a HHW Collection Event:

23                   1.1.1 Obtain and fund the services of a state certified, licensed, bonded



1 and insured hazardous waste transportation and disposal company through the  
2 competitive bidding process, with all costs for disposal of waste, staffing, and  
3 implementation of the program remaining the responsibility of COUNTY;

4 1.1.2 Provide liability coverage and indemnification to the extent specified in  
5 Section 5 below, with insurance coverage provided through COUNTY'S  
6 self-insurance program;

7 1.1.3 Determine that the hazardous waste disposal company contracted for the  
8 HHW Collection Event has obtained appropriate certificates of insurance that  
9 meet the criteria as established in the Code of Federal Regulations, Title 49,  
10 California Health and Safety Code, and for Workers' Compensation coverage;

11 1.1.4 Clean up any spills at the designated HHW Collection Event site  
12 associated with the HHW Collection Event, and upon completion of the HHW  
13 Collection Event, clean up the designated site to the condition existing prior to the  
14 HHW Collection Event;

15 1.1.5 Ensure that no hazardous materials of any type remain on site at the  
16 conclusion of the HHW Collection Event, and/or that any household hazardous  
17 waste left at the site is promptly removed upon prior arrangements by COUNTY  
18 with CITY;

19 1.1.6 Obtain all of the necessary permits and variances with the State of  
20 California, Environmental Protection Agency, Department of Toxic Substances  
21 Control and the County of Riverside, Community Health Agency, Department of  
22 Environmental Health, Certified Unified Program Agency known as the CUPA;

23 1.1.7 Ensure that staffing to assist in site security and in receiving, classifying,  
24

1 packaging, and manifesting the household hazardous waste received is provided,  
2 either by COUNTY or the contracted disposal company, with a representative  
3 from COUNTY supervising the activities at the HHW Collection Event;

4 1.1.8 Ensure that the contracted hazardous waste disposal company completes  
5 the off-site transportation and ultimate disposal of the hazardous waste, in  
6 accordance with State and Federal hazardous waste management and  
7 transportation laws;

8 1.1.9 Act as an independent contractor in the performance of its obligations  
9 hereunder, being subject to the control or direction of CITY merely as to the  
10 result to be accomplished by the services hereunder, and not as to the means and  
11 methods for accomplishing the results. COUNTY assumes exclusively the  
12 responsibility for its acts, and the acts of its employees or agents as they relate to  
13 the services to be provided under this Agreement; COUNTY shall not be entitled  
14 to any benefits payable to employees of CITY, including CITY workers'  
15 compensation benefits, and hereby holds CITY harmless from any and all claims  
16 that may be made against CITY based upon any contention by any third party that  
17 an employer-employee relationship exists by reason of this Agreement;

18 1.1.10 Provide regional advertising of HHW collection schedule and events and  
19 approve advertising provided by CITY as set out in Section 2.2.1.

20 **2. CITY'S DUTIES**

21 2.1 CITY agrees to provide a city-owned site, located at Location Address  
22 (designated if necessary), that is satisfactory to COUNTY and meets the following  
23 requirements:

- 1 2.1.1 Safety considerations;
- 2 2.1.2 Convenience to the public;
- 3 2.1.3 Safe and convenient traffic flow;
- 4 2.1.4 Available work space for handling, packaging, and transportation of
- 5 hazardous waste;
- 6 2.1.5 Concrete or asphalt work area;
- 7 2.1.6 Access to gates, water, electrical, and restroom facilities for the duration
- 8 of the HHW Collection Event.

9 2.2 CITY shall be responsible for the following activities:

10 2.2.1 At CITY expense, HHW collection event and permanent HHW collection

11 facility advertising, as approved by COUNTY in writing, using local news media,

12 distribution of printed flyers/posters, and/or community service organizations;

13 2.2.2 May utilize volunteers for specific tasks, such as traffic control, handing

14 out of flyers, surveys, etc., with any personnel within the collection site subject to

15 COUNTY approval.

16 **3. JOINT PROVISIONS**

17 3.1 COUNTY and CITY shall undertake joint responsibility for planning and

18 coordination meetings with CITY's City Manager's Office, Department of Waste

19 Resources, CITY Fire Department, and other departments or agency representatives, as

20 necessary.

21 3.2 The hours of operation for the HHW Collection Event(s) will be 9:00 a.m. to 2:00

22 p.m. on days mutually agreed upon in writing and scheduled sufficiently in advance for

23 HHW Collection Event arrangements to be made by both Parties.

1 **4. HHW COLLECTION PROGRAM**

2 4.1 The HHW Collection Event shall meet the following operations standards:

3 4.1.1 Traffic cones shall be set up to control traffic through the collection  
4 facility;

5 4.1.2 All vehicles shall have trunks open upon entering the restricted zone and  
6 occupant shall participate in a survey to be designed for both CITY and  
7 COUNTY use. Only authorized and trained personnel shall be allowed in the  
8 restricted waste handling areas. The restricted areas shall include the following:

9 4.1.2.1 Vehicle unloading area;

10 4.1.2.2 Categorization and waste packaging area;

11 4.1.2.3 Area for processing "unknown" wastes to determine hazard class.

12 4.1.3 The restricted areas (except the unloading area) shall have, at a minimum,  
13 a 6 millimeter layer of Visqueen to prevent contamination of the pavement or soil.

14 Only authorized personnel shall be allowed in the restricted area;

15 4.1.4 Trained contracted or COUNTY staff shall segregate wastes according to  
16 hazard classification, package compatible materials into Federal Department of  
17 Transportation approved hazardous materials shipping containers and fill with  
18 inert, moisture absorbent, granular, packing material as appropriate. Each  
19 shipping container shall be labeled and marked in accordance with State and  
20 Federal laws and regulations;

21 4.1.5 Shipping papers shall consist of written Hazardous Waste Manifests and  
22 Bills of Lading according to the appropriate waste stream profile;

1 4.1.6 COUNTY shall retain copies of each Hazardous Waste Manifest and/or  
2 Bill of Lading for a minimum of three years as prescribed by law;

3 4.1.7 All waste classification, packaging, labeling, marking, manifesting, and  
4 transportation for recycling and disposal of hazardous waste shall be done in  
5 accordance with all applicable Federal and State Transportation laws and  
6 regulations pertaining to hazardous materials;

7 4.1.8 COUNTY shall have the responsibility for the disposition of the hazardous  
8 waste collected from the HHW Collection Program, with concurrence of the  
9 contracted hazardous waste transportation and disposal company;

10 4.1.9 Reuse and recycling, rather than disposal, shall be considered as the  
11 primary waste management method for material that can be reused or recycled in  
12 a timely and cost effective manner;

13 4.1.10 Treatment methods of detoxification and/or incineration shall be  
14 considered before Class I landfill disposal;

15 4.1.11 All final recycling, treatment, and disposal facilities considered must be  
16 authorized and found without substantial violations by the appropriate State  
17 and/or Federal regulatory agencies;

18 4.1.12 Effort will be made to recycle water-based paint so that it can be utilized  
19 for graffiti abatement projects or other useful purposes;

20 4.1.13 COUNTY or contracted personnel shall remain on-site until all hazardous  
21 waste is properly packaged, stowed and removed from the event site in secured  
22 trailers to prevent the potential for spills or release to the event site, unless prior  
23 arrangements are made with the CITY;

1 4.1.14 During the HHW Collection Event, the County of Riverside Hazardous  
2 Materials Emergency Response Team shall be on call;

3 4.1.15 COUNTY shall require that this HHW Collection Program be open and  
4 available to any resident of COUNTY and that non-residentially generated waste  
5 is excluded from acceptance;

6 4.1.16 COUNTY shall provide a report to CITY that shall quantify the amount  
7 and types of household hazardous waste collected at the planned HHW Collection  
8 Event.

9 **5. HOLD HARMLESS/INDEMNIFICATION**

10 5.1 CITY shall indemnify and hold harmless the County of Riverside, its Agencies,  
11 Districts, Special Districts and Departments, their respective directors, officers, Board of  
12 Supervisors, elected and appointed officials, employees, agents and representatives  
13 (“COUNTY’S Indemnified Parties”) from any liability, claim, action or damage  
14 whatsoever, including but not limited to, property damage, bodily injury, or death, based  
15 or asserted upon any act or omission of CITY, its officers, employees, subcontractors,  
16 agents or representatives arising out of or in any way relating to this Agreement and  
17 CITY shall defend at its sole expense and pay all costs and fees, including but not limited  
18 to, attorney fees, cost of investigation, defense and settlements or awards, on behalf of the  
19 COUNTY’S Indemnified Parties in any such claim or action.

20 5.2 COUNTY shall indemnify and hold harmless CITY, its officers, employees,  
21 subcontractors, agents or representatives (“CITY’S Indemnified Parties”) from any  
22 liability whatsoever, including but not limited to, property damage, bodily injury, or  
23 death, based or asserted upon any services of COUNTY, its Agencies, Districts, Special  
24

1 Districts and Departments, their respective directors, officers, Board of Supervisors,  
2 elected and appointed officials, employees, agents and representatives arising out of or in  
3 any way relating to this Agreement and COUNTY shall defend at its sole expense and  
4 pay all costs and fees, including but not limited to, attorney fees, cost of investigation,  
5 defense and settlements or awards, on behalf of the CITY'S Indemnified Parties in any  
6 claim or action based upon such liability.

7 5.3 With respect to any action or claim subject to indemnification herein, the  
8 indemnifying party shall, at their sole cost, have the right to use counsel of their choice  
9 and shall have the right to adjust, settle, or compromise any such action or claim without  
10 the prior consent of the indemnified party; provided, however, that any such adjustment,  
11 settlement or compromise in no manner whatsoever limits or circumscribes the  
12 indemnifying party's obligation to indemnify as set forth herein.

13 5.4 The provisions of this section shall survive the term of this Agreement.

14 **6. ADMINISTRATION**

15 6.1 COUNTY Department of Waste Resources General Manager-Chief Engineer, or  
16 designee, shall administer this Agreement on behalf of COUNTY.

17 6.2 CITY's City Manager, or designee, shall administer this Agreement on behalf of  
18 CITY.

19 **7. ALTERATION**

20 7.1 No alteration or variation of the terms of this Agreement shall be valid unless  
21 made in writing and signed by the parties hereto, and no oral understanding or agreement  
22 not incorporated herein, shall be binding on any of the parties hereto.

23 **8. TERM OF AGREEMENT**

1 8.1 This Agreement shall be effective as of July 1, 2019, and continue in effect  
2 through June 30, 2024, unless terminated by either party, with or without cause, upon  
3 thirty (30) days written notice served on the other party. In no event shall the Agreement  
4 be extended beyond June 30, 2024.

5 **9. ENTIRE AGREEMENT**

6 9.1 This Agreement contains the entire agreement between the parties with respect to  
7 the subject matter hereof, and supersedes all prior negotiations, understandings, or  
8 agreements both oral and written. This Agreement may be amended in writing with the  
9 concurrence of both parties.

10 **10. FORCE MAJEURE**

11 10.1 If either party is unable to comply with any provision of this Agreement due to  
12 causes beyond its reasonable control, and which could not have been reasonably  
13 anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such  
14 party shall not be held liable for such failure to comply.

15 **11. SEVERABILITY**

16 11.1 If any provision or part thereof in this Agreement is held by a court of competent  
17 jurisdiction to be invalid, void or unenforceable, the remaining provisions or part thereof  
18 will nevertheless continue in full force without being impaired or invalidated in any way.  
19

20 [Signatures of Following Page]  
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IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives  
to execute this Agreement on the date written below.

CITY OF CITY NAME

COUNTY OF RIVERSIDE

By \_\_\_\_\_

By \_\_\_\_\_

Hans Kernkamp  
General Manager-Chief Engineer  
Department of Waste Resources

Title \_\_\_\_\_


Date: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By  \_\_\_\_\_

Amrit P. Dhillon,  
Deputy County Counsel